

ORDINANCE NO. 7 SERIES OF 1912.

An Ordinance authorizing the sale of the "Old City Hall" property
and prescribing the manner and terms of sale/
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THE PEOPLE OF THE CITY OF ELGIN DO ORDAIN AS FOLLOWS:-

Section 1/

The Council of the City of Elgin, Oregon may, and hereby is authorized to sell that certain property known as the "Old City Hall property" situated in Block 63 of Hindman's Addition to Elgin, Oregon.

Section 2.

The Recorder of the City shall, under direction of the Council, advertise for bids for said property by posting notices not less than ten days in three of the most public and conspicuous places in the City, specifying the terms to be Cash, or One-half cash, the balance on or before One year from the date of sale, evidenced by promissory note bearing interest at the rate of 8% per annum, secured by mortgage on the premises; the Council reserving the right to refuse any and all bids.

Section. 3.

Upon acceptance of a bid by the Council the Mayor hereby is authorized to execute a deed to said property on behalf of the City of Elgin, and the Recorder of the City of Elgin shall attest same affixing the seal of said City.

Section 4.

This Ordinance shall be in full force and effect from and after its passage by the Council, its approval by the Mayor, and due publication thereof.

Passed the Common Council this 6th day of November 1912, by

Five members of the Council voting therefor.

Approved by the Mayor this 6th day of November 1912.

Attest.

Jesse Crum
Recorder of the City of Elgin.

D. Sommer
Mayor.

STATE OF OREGON

COUNTY OF UNION

SS.

ORDINANCE NO 8 SERIES OF 1912.

An Ordinance providing for leasing a part of the City Hall Building of Elgin, Oregon, and prescribing the terms and conditions thereof.

PEOPLE OF THE CITY OF ELGIN DO ORDAIN AS FOLLOWS:-

Section 1.

That the Council of the City of Elgin, Oregon may, and hereby is authorized to lease that part of City Hall building constituted of the main hall, together with stage, dressing rooms, ticket office, machine room, also furniture and stage scenery.

Section 2.

That bids for lease of same shall be advertised for by posting notices in three of the most public and conspicuous places in the City for a period of not less than ten days, and no lease shall be given for a period extending over one year at any one time. The Council shall determine the sufficiency of the bids and has the right to reject any and all bids, which shall be specified in the call for bids.

Section 3.

Said premises shall be let upon the terms and subject to the conditions of the following Lease and Bond:

THIS INDENTURE, made the _____ day of _____ 191__ between City of Elgin, Oregon-the party of the first part-and _____-the party of the second part-WITNESSETH:

That the said party of the first part does by these presents demise and lease unto the said party of the second part the following described premises, viz. That part of City Hall of Elgin, Oregon constituted of the main room, stage, dressing-rooms, ticket office, machine room, also furniture and stage scenery, together with the use of stairways and passageways necessary and convenient in the use of same; said stairways and passageways to be jointly used by the parties hereto in the use of the various rooms of said building:

For the term of _____ from the _____ day of _____ 191__, at the rent or sum of \$ _____ payable in _____ equal payments of \$ _____ each, on the _____ day of each month and every month during said term, in advance.

It is expressly understood said premises are to be used for theatrical or operatic performances, concerts, plays, lectures, electric shows, and performances of similar character and that no unlawful or offensive use shall be made thereof; that lessee is to furnish lights at their or his own expense and shall at all times take due and adequate care in the use of stage scenery and the furniture thereof, and shall have ushers to maintain order and see that no offensive use is made of the premises and shall at once report any abuse of the same to the police of said City.

It is expressly understood first party reserves the right to the exclusive use of said premises upon occasion of Caucus meeting preceding the Annual City election in March; the further occasion of Annual Public School commencement exercises; the Fourth and Fifth days of July; and upon such other public occasions as the City Council may authorize upon giving second party 12 hours previous notice thereof, Provided, however, that second party shall not be required to surrender the use of said premises upon 12 hours notice if at the time said premises are in actual use of a company or troupe or for holding an performance advertised to continue a specified length of time conflicting with said notice; and, Provided, further that 10 days prior notice shall suffice to give first party exclusive use of said premises for such public occasions as the Council may authorize, free of cost or charge to first party, except that first party shall bear the expense of lights when used by it and the further expense of \$ ^{Pro-rata according to number of nights} _____ per day including evening of the same day when used in excess of two days including evenings of same days in any one month.

It is further agreed that second party shall not assign this lease without the written consent of first party.

It is further covenanted and agreed that second party shall and will keep the premises around said building free from litter and rubbish and shall comply with all regulations and Ordinances of the City of Elgin, Oregon concerning the use of said property and the sidewalks

abutting thereon in the manner of keeping said premises free from litter, snow and other obstructions.

And it is hereby agreed that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said party of the first part to re-enter said premises and to remove all persons therefrom.

And the said party of the second part does hereby covenant, promise and agree to pay the said party of the first part, the said rent in the manner herein specified. And that at the expiration of the said term, the said party of the second part will quit and surrender the said premises in as good order and condition as reasonable use and wear thereof will permit (damages by fire or the elements excepted). And the said party of the first part does hereby covenant, promise and agree that the said party of the second part, paying the said rent, and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

City of Elgin
By _____

Attest

Mayor

Recorder of the City of Elgin, Oregon

Seal

KNOW ALL MEN BY THESE PRESENTS: That we _____ of the City of _____, _____ County, State of _____, as principal, and _____ and _____ as sureties are held and firmly bound unto the City of Elgin, Oregon in the sum of Twelve Hundred Dollars, to be paid to the said City of Elgin, its successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____ 191__.

The condition of this obligation is such, that if the above bounden _____ his ~~executors~~ executors, administrators, or assigns, shall, in all things, stand to and abide by, and well and truly keep and perform, the covenants, conditions, and agreements in the within instrument contained, on his or their part to be kept and performed, at the time and in the manner and form therein specified—then the above obligation shall be void; otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this _____ day of _____ 191__.

Seal

Seal

Seal

State of Oregon)
County of Union) S.S.

_____ and _____ whose names are subscribed to the within undertaking as sureties, being severally duly sworn, each for himself says: That I a resident and holder within the State of Oregon, and am worth the sum of Twelve Hundred Dollars over and above all debts and liabilities, and exclusive of property exempt from execution.

Subscribed and sworn to before me this _____ day of _____ 191__

Notary Public for Oregon.